

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
CIVIL ACTION NO. 5:19-cv-00256-FL**

**THE INSURANCE SHOPPE OF NORTH
CAROLINA, INC.,**

Plaintiff,)

v.)

WEST AMERICAN INSURANCE COMPANY,)

Defendant.)

**ORDER GRANTING DEFENDANT'S
MOTION TO SEAL CONFIDENTIAL
MEMORANDUM OF SETTLEMENT**

THIS COURT, having reviewed the Motion to Seal Confidential Memorandum of Settlement submitted by West American Insurance Company (“West American”), all relevant pleadings of record, and for good cause shown, ORDERS that the Motion is GRANTED pursuant to this Court’s authority under Local Civil Rule 79.2 and Section V.G. of the Policy Manual for the reasons stated herein.

DISCUSSION

A party may file a Motion to Seal with this Court pursuant to the requirements of Local Rule 79.2 and Section V.G. of the Electronic Case Filing Administrative Policies and Procedures Manual (“Policy Manual”). That Section requires that all motions to seal be accompanied by a supporting memorandum that specifies the following:

- (i) the exact document or item, or portions thereof, for which filing under seal is requested;
- (ii) how such request to seal overcomes the common law or the First Amendment presumption to access;
- (iii) the specific qualities of the material at issue which justify sealing such material, taking into account the balance of competing interest in access;

- (iv) the reasons why alternatives to sealing are inadequate; and
- (v) whether there is consent to the motion.

Section V.G., Policy Manual. The Policy Manual also requires that any proposed order accompanying a Motion to Seal set forth the findings required under Section V.G.

As set forth below, the Court determines that West American has met the requirements set forth in the Policy Manual, and that the Confidential Memorandum of Settlement should be held under seal. The Motion to Seal Confidential Memorandum of Settlement was filed publicly, and the Court has provided adequate notice of and an opportunity to object to the proposed sealing.

Defendant's Motion to Seal overcomes the common law and First Amendment presumptions to access because the filed materials contain confidential and sensitive business information between West American and an entity not party to this litigation. Furthermore, the Confidential Memorandum of Settlement contains private and confidential settlement terms based upon information exchanged between West American and the non-party in a privately mediated, confidential settlement conference. Further, it contains sensitive business information regarding West American's settlement of a disputed insurance claim.

There is no alternative to sealing the document in question, as the document itself contains information the disclosure of which would be harmful to West American and the non-party, neither of whom have engaged in conduct to waive the confidential and sensitive nature of the settlement terms embodied in the Confidential Memorandum of Settlement.

Plaintiff does not oppose the relief sought by West American.

BASED UPON the foregoing, it is therefore ORDERED that the Confidential Memorandum of Settlement shall be filed under SEAL with this Court.

Accordingly, Defendant West American Insurance Company's Motion to Seal Confidential Memorandum of Settlement is GRANTED, (DE 44) and it is hereby ORDERED that the Confidential Memorandum of Settlement be filed under seal (DE 43).

SO ORDERED, this the 19th day of July, 2021.



U.S. District Court Judge Louise W. Flanagan
Judge Presiding